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**From:** Cesar, Ben <Ben.Cesar@nike.com>  
**Sent:** Wednesday, January 20, 2016 1:37 PM  
**To:** Rinfret, Leah  
**Subject:** Fwd: Boris Berian  
**Attachments:** BBerian Offer.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**REDACTED**

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

**From:** Merhawi Keflezighi <[hawisports@gmail.com](mailto:hawisports@gmail.com)>  
**Date:** 1/20/2016 1:28 PM (GMT-08:00)  
**To:** "Cesar, Ben" <[Ben.Cesar@nike.com](mailto:Ben.Cesar@nike.com)>  
**Subject:** Re: Boris Berian

Hello Ben,  
I have attached the offer in the requested format.

Thanks,  
Hawi

On Tue, Jan 19, 2016 at 6:53 PM, Cesar, Ben <[Ben.Cesar@nike.com](mailto:Ben.Cesar@nike.com)> wrote:  
Hello Merhawi.

Please resend the offer on official company letterhead.  
Thank you.

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**From:** Merhawi Keflezighi <[hawisports@gmail.com](mailto:hawisports@gmail.com)>  
**Date:** Tuesday, January 19, 2016 10:24 AM  
**To:** Ben Cesar <[Ben.Cesar@nike.com](mailto:Ben.Cesar@nike.com)>, John Capriotti <[john.capriotti@nike.com](mailto:john.capriotti@nike.com)>  
**Subject:** Boris Berian

Hello Ben & Cap,  
I hope all is well with you.

I am now representing Boris Berian. New Balance has submitted an offer for Boris, which Boris finds agreeable. Pursuant to Section 5 of Boris' Nike agreement, I am submitting the New Balance offer to you. In addition to the financial terms and the lack of reductions, we do consider the affiliation clause in the contract a material element of the offer.

Please let me know if you have any questions or want to discuss over the phone.

Thanks,

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Hawi Keflezighi

[\(310\) 895-6438](tel:(310)895-6438)

[www.HAWImanagement.com](http://www.HAWImanagement.com)

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Hawi Keflezighi

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**NEW BALANCE ATHLETICS, INC.**  
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## **BORIS BERIAN OFFER COMPENSATION AND BONUS SCHEDULE**

### **I. BASE FEE (SUBJECT TO ADJUSTMENT BASED ON ROLLOVER):**

2016	\$125,000
2017	\$125,000
2018	\$125,000

### **II. TRAVEL:**

2016	\$5,000
2017	\$5,000
2018	\$5,000

### **III. MERCHANDISE ALLOTMENT**

Yearly	\$5,000
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### **IV. PERFORMANCE BONUS:**

- A. To attain a performance bonus set forth below ATHLETE must (i) have competed exclusively in NB Products (including Footwear) during the entire Contract Year in which the performance bonus was earned; (ii) competed in NB Footwear and NB Product during the competition in which the performance bonus is earned; and (iii) the NB logo on ATHLETE's Footwear and uniform must be entirely visible (i.e. not covered in any manner by numbered bib) during the competition in which the bonus is earned.
- B. If ATHLETE attains any of the performance achievements listed below and complies with the requirements set forth in this Agreement, NB shall pay ATHLETE a performance bonus as set opposite such achievement set forth below.

With respect to all world and United States (American) records achieved, the following criteria shall apply to earn such bonuses: (i) all records/performances must be officially recognized by the USATF and/or IAAF, whichever is applicable; (ii) records must be broken; performances that equal a current record will not qualify for a bonus; and (iii) record bonuses are not cumulative and ATHLETE shall receive the single highest bonus achieved one time per Contract Year per distance.

With respect to ranking bonuses, the following criteria shall apply to earn such bonuses: (1) all rankings are determined by Track and Field News; (2) rankings are only applicable for Olympic events; and (3) ranking bonuses are not cumulative and ATHLETE shall receive the single highest ranking bonus achieved one time per Contract Year.

#### **(i) WORLD RECORDS:**

- Individual World Outdoor Record (Olympic events only): \$100,000
- Individual World Indoor Record (Olympic events only): \$25,000

#### **(ii) U.S. (AMERICAN) RECORDS:**

- Individual U.S. (American) Outdoor Record (Olympic events only): \$50,000
- Individual U.S. (American) Indoor Record (Olympic events only): \$10,000



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(iii) COMPETITIONS (INDIVIDUAL EVENTS ONLY):

Event	First Place / Gold Medal	Second Place / Silver Medal	Third Place/ Bronze Medal
Olympic Games	\$150,000	\$100,000	\$50,000
World Outdoor Championships	\$100,000	\$60,000	\$40,000
World Indoor Championships	\$10,000	\$7,500	\$5,000
U.S. Olympic Trials (Track)	\$7,500	\$5,000	\$3,000
U.S. Outdoor Championships	\$5,000	\$3,000	\$1,000
IAAF Diamond League (A races only)	\$5,000	\$3,000	\$1,000
U.S. Indoor Championships	\$2,000	\$1,000	\$500
IAAF Continental Cup	\$5,000	\$3,000	\$1,000
NB Grand Prix	\$3,000		

(iv) OUTDOOR RANKINGS:

- World Rankings (as determined by Track and Field News, Olympic Events Only)

Rank	Amount
1	\$25,000
2	\$15,000
3	\$10,000
4	\$5,000
5	\$4,000
6 through 10	\$2,500

- United States Rankings (as determined by Track and Field News, Olympic Events Only)

Rank	Amount
1	\$10,000
2	\$5,000
3	\$2,500

**V. TRACK TIME BONUSES (must be electronically timed and non-wind aided)**

<b>Bonus</b>	<b>800m</b>
\$15,000	Sub 1:43.34
\$20,000	Sub 1:43.00

Time bonuses are non-cumulative and paid only one time per year per event to the highest bonus level achieved



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#### **VI. ROLLOVER (Individual Events Only):**

If ATHLETE attains any of the performance achievements listed below and complies with the requirements set forth in this Agreement, NB shall increase ATHLETE's Base Fee by such amount listed opposite such competition or achievement, as applicable, for each subsequent Contract Year through the expiration of the Agreement Period. Rollover increases to the Base Fee are not cumulative, and ATHLETE shall receive only the single highest Rollover increase to Base Fee achieved one time per Contract Year.

<b>Criteria</b>	<b>First Place / Gold Medal</b>	<b>Second Place / Silver Medal</b>	<b>Third Place/ Bronze Medal</b>
Olympic Games	\$150,000	\$100,000	\$50,000
World Outdoor Championships	\$100,000	\$60,000	\$40,000

- World Outdoor Records (Individual Olympic Events Only): \$100,000
- U.S. (American) Outdoor Records (Individual Olympic Events Only): \$50,000
- World Indoor Record (Individual Olympic events only): \$25,000
- (vii) If ATHLETE Qualifies for the final at the 2016 Olympics or 2017 World Championships, base Compensation will increase by \$10,000 (One time per Contract Term)
- Value of Top 5 world ranking

#### **VII. AFFILIATION:**

New Balance shall permit ATHLETE to compete under the Big Bear Track Club affiliation, and ATHLETE may wear the official uniform and footwear of Big Bear Track Club in all domestic competitions, including the US Indoor Championships and US Olympic Trials, in 2016. ATHLETE shall compete for Team New Balance and wear the Team New Balance official uniform in all international events.